

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
MIDDLE DIVISION**

**IN RE:
MARK MANGANO AND
RANDA HADDAD MANGANO,**

Debtors.

**CASE NO. 08-12375-L
CHAPTER 7
JUDGE LUNDIN**

MICHIGAN COURT APPOINTED RECEIVER,

Movant,

v.

MARK AND RANDA HADDAD MANGANO

Respondents.

**NOTICE OF FILING EXECUTED AFFIDAVIT
DE 122-3**

Please take notice that Counsel for JOHN A. LYGIZOS has demanded, under FRBP 9011(a), that an executed copy of DE 122-3 "AFFIDAVIT OF PAUL AND GINA WELLS", be filed. See, Exhibit 1. A copy of the Executed Affidavit is attached as Exhibit 2.

Respectfully Submitted,

TINDALL & COMPANY P.C.

Dated: 4/29/09

BY: _____/S/_____
MICHAEL E. TINDALL P29090
For the Firm
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LOCAL COUNSEL:

/s/ Phillip G. Young

Phillip G. Young, Jr.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the
foregoing document was served upon counsel
of record herein at their respective addresses
on the record in this matter, or, recited above

on 4 /29 / 2009

 US MAIL x E-FILE/MAIL FAX DELIVERY

 MICHAEL E. TINDALL

In re MANGANO

MOTION TO DISMISS

CASE NO: 2:08-bk-12375

EXHIBIT NO: 1

met

From: "Marc Deldin" <Marc@findlinglaw.com>
To: <met@comcast.net>
Cc: <lygizosassociates@yahoo.com>; "David Findling" <david@findlinglaw.com>
Sent: Monday, April 27, 2009 9:41 AM
Subject: In re Mangano

Mr. Tindall,

It has come to our attention that the affidavit submitted by two of your clients, Paul Wells and Gina Wells, is not signed. I request that you correct this omission by submitted a signed affidavit by the Wells. See F.R.Bankr.P. 9011(a) ("An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party").

Your attention to this matter is appreciated.

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Commercial property for sale:
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Residential property for sale:
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Marc A. Deldin, Esq.
The Findling Law Firm, PLC

4/27/2009

In re MANGANO

MOTION TO DISMISS

CASE NO: 2:08-bk-12375

EXHIBIT NO: 2

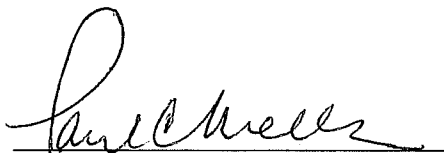
AFFIDAVIT OF PAUL AND GINA WELLS

PAUL AND GINA WELLS, being first duly sworn, depose and say:

1. We are the lessees of the property commonly known as 4363 Michigan Ave., Canton MI 48188.
2. The property was leased by us and occupied by our son.
3. We paid Mark Mangano and Randa Mangano a/k/a Randa Haddad a Security Deposit of \$ 1500.00 at the time we leased the property. This Security Deposit was supposed to be deposited in a segregated account and held in trust for our benefit under Michigan's Security Deposit law.
 - A. We have since discovered that this Security Deposit was never placed in a segregated "trust", account, as required by Michigan law; and, has been converted by Mark and Randa Mangano to their own use.
4. Throughout the lease, we paid the rent for this property to Mark Mangano and/or Randa Mangano, a/k/a Randa Haddad.
5. On or about October 1, 2008, we were contacted by the Court Appointed Receiver and informed that the Court had placed the property into receivership.
 - A. The Receiver directed that we pay all further rent to the Receiver.
 - B. We informed the Receiver that our son was vacating the property in the month of October and that no further rent would be paid.
 - C. We vacated the property voluntarily. We were not evicted or "thrown out" by the Receiver.
6. On or about October 14, 2008, we were contacted, separately, by Mark Mangano, and, by Attorney A. Rosati, representing Mark Mangano.
 - A. We were informed by Mr. Mangano, and, again, by Mr. Rosati, that the Receivership Order was illegal and invalid and that we should ignore it.
 - B. We were instructed by Mr. Mangano, and, again, by Mr. Rosati, not to cooperate with the Receiver, or, comply with his directions.
 - C. We were instructed by Mr. Mangano, and, again, by Mr. Rosati, to continue to pay rent to Mr. Mangano, not to the Receiver.

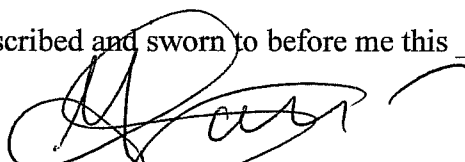
- D. We informed Mr. Mangano, and, Mr. Rosati that our son was vacating the property in October 2008 and that no further rent would be paid.
7. Subsequent to October 15, 2008, our son vacated the property.
- A. We contacted DTE directly and terminated the electrical service at the property that was in our name during our son's occupancy.
- B. Prior to terminating the electrical service, we told Mark Mangano we were terminating electrical service in our names to the property.
- C. We did not inform the Receiver that electric service had been terminated to the property.
8. Since vacating the property we have requested Mark Mangano return our Security Deposit. He has refused to return our deposit.
9. Mark and Randa Mangano a/k/a Randa Haddad are liable to us for two (2X) times the amount of our Security Deposit, \$3,000.00, under Michigan's Security Deposit Act.
10. Mark and Randa Mangano a/k/a Randa Haddad are liable to us for fraudulent conversion of our Security Deposit, in the amount of the statutory treble (3X) time penalty of \$4500.00, for fraudulently converting this statutory "trust" fund Security Deposit to their own use.
11. We have never been notified that Mark and Randa Mangano a/k/a Randa Haddad filed for Bankruptcy, or, that the amounts held in trust for and owed to us have been listed in their Bankruptcy Schedules.

FURTHER DEPONENTS SAITH NOT.


PAUL WELLS


GINA WELLS

Subscribed and sworn to before me this ____ day of April, 2009


Notary Public, Wayne County, MI
My Commission Expires: 2/6/2012

GREGORY T. SAFFADY